

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

UMOJA ERECTORS, LLC

Plaintiff,

v.

D.A. NOLT, INC.

and

**NORTH AMERICAN SPECIALTY
INSURANCE COMPANY**

Defendants.

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:
:
: **CIVIL ACTION**
:
:
: **NO. 20-cv-05046**
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DEFENDANT D.A. NOLT, INC.'S ANSWER
AND AFFIRMATIVE DEFENSES

Defendant D.A. Nolt, Inc. ("Nolt"), by and through its undersigned counsel, hereby file this Answer with Affirmative Defenses to the Complaint of Plaintiff Umoja Erectors, LLC.

1. After reasonable investigation, Nolt is without information to either admit or deny the allegations in this paragraph and leaves the Plaintiff to its proofs.

2. Admitted.

3. After reasonable investigation, Nolt is without information to either admit or deny the allegations in this paragraph and leaves the Plaintiff to its proofs.

4. After reasonable investigation, Nolt is without information to either admit or deny the allegations in this paragraph and leaves the Plaintiff to its proofs.

5. Admitted.

6. Admitted.

7. Denied. This paragraph purports to characterize a writing which speaks for itself.

8. Admitted in part and denied in part. It is admitted that Nolt entered into a subcontract with Umoja. The remaining allegations in this paragraph purports to characterize a writing which speaks for itself; thus, they are denied.

9. Denied. This paragraph purports to characterize a writing which speaks for itself.

10. Denied. This paragraph purports to characterize a writing which speaks for itself.

11. Denied. This paragraph also purports to characterize a writing which speaks for itself.

12. After reasonable investigation, Nolt is without information to either admit or deny the allegations in this paragraph and leaves the Plaintiff to its proofs.

13. Denied. This paragraph purports to characterize a writing which speaks for itself.

14. After reasonable investigation, Nolt is without information to either admit or deny the allegations in this paragraph and leaves the Plaintiff to its proofs.

15. After reasonable investigation, Nolt is without information to either admit or deny the allegations in this paragraph and leaves the Plaintiff to its proofs.

16. After reasonable investigation, Nolt is without information to either admit or deny the allegations in this paragraph and leaves the Plaintiff to its proofs.

17. After reasonable investigation, Nolt is without information to either admit or deny the allegations in this paragraph and leaves the Plaintiff to its proofs.

18. After reasonable investigation, Nolt is without information to either admit or deny the allegations in this paragraph and leaves the Plaintiff to its proofs.

19. After reasonable investigation, Nolt is without information to either admit or deny the allegations in this paragraph and leaves the Plaintiff to its proofs.

20. Denied.

21. Denied.

22. Denied.

23. Denied.

**COUNT I
(Denied)**

24. Nolt incorporates its responses to all preceding paragraphs as thought fully set forth herein.

25. This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, this paragraph is denied.

26. This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, this paragraph is denied.

27. This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, this paragraph is denied.

28. This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, this paragraph is denied.

29. This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, this paragraph is denied.

30. This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, this paragraph is denied.

31. This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, this paragraph is denied.

WHEREFORE, Defendant D.A. Nolt, Inc. demands that judgment be entered in its favor and against Plaintiff Umoja Erectors, LLC

**COUNT II
(Denied)**

32. Nolt incorporates its responses to all preceding paragraphs as thought fully set forth herein.

33. This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, this paragraph is denied.

34. This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, this paragraph is denied.

35. This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, this paragraph is denied.

36. This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, this paragraph is denied.

37. This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, this paragraph is denied.

38. This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, this paragraph is denied.

WHEREFORE, Defendant D.A. Nolt, Inc. demands that judgment be entered in its favor and against Plaintiff Umoja Erectors, LLC

**COUNT III
(Denied)**

39. Nolt incorporates its responses to all preceding paragraphs as thought fully set forth herein.

40. Denied.

41. This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, this paragraph is denied.

42. This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, this paragraph is denied.

43. This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, this paragraph is denied.

44. This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, this paragraph is denied.

WHEREFORE, Defendant D.A. Nolt, Inc. demands that judgment be entered in its favor and against Plaintiff Umoja Erectors, LLC

**COUNT IV
(Not Asserted Against Nolt)**

45. Nolt incorporates its responses to all preceding paragraphs as thought fully set forth herein.

46. No response is required is that Count is not asserted against Nolt.

47. No response is required is that Count is not asserted against Nolt.

48. No response is required is that Count is not asserted against Nolt.

49. No response is required is that Count is not asserted against Nolt.

50. No response is required is that Count is not asserted against Nolt.

51. No response is required is that Count is not asserted against Nolt.

52. No response is required is that Count is not asserted against Nolt.

53. No response is required is that Count is not asserted against Nolt.

54. No response is required is that Count is not asserted against Nolt.

55. No response is required is that Count is not asserted against Nolt.

56. No response is required is that Count is not asserted against Nolt.

57. No response is required is that Count is not asserted against Nolt.

58. No response is required is that Count is not asserted against Nolt.

WHEREFORE, Defendant D.A. Nolt, Inc. demands that judgment be entered in its favor and against Plaintiff Umoja Erectors, LLC

AFFIRMATIVE DEFENSES

1. The Complaint fails to set forth a claim upon which relief may be granted.

2. Plaintiff has waived and relinquished any right that they might have otherwise had to recover any funds from Nolt.

3. Plaintiff has released Nolt from any claims that they might otherwise have had to recover any funds from Nolt.

4. Plaintiff's Complaint should be barred to the extent that the claims raised therein are subject to the doctrine of laches.

5. Plaintiff's Complaint should be dismissed based on the doctrine of equitable estoppel.

6. Plaintiff's alleged claims are limited or barred by applicable contractual provisions or agreements.

7. Nolt has fulfilled each and every obligation owed to the Plaintiff.

8. Plaintiff's claims are barred by the doctrine of unclean hands.

9. Plaintiff failed to mitigate its damages.

10. Plaintiff has not suffered any damages.

11. Plaintiff's claims are barred by the statute of limitations.

12. Plaintiff's claims are subject to the doctrine of setoff and/or recoupment.
13. Plaintiff's claims are barred by their own material breach of the subcontract.
14. Nolt reserves the right to amend its Answer to assert additional defenses that may be revealed during discovery.

**COHEN, SEGLIAS, PALLAS,
GREENHALL & FURMAN, P.C.**

BY:



JENNIFER R. BUDD, ESQUIRE
*Attorney for Defendant D.A. Nolt, Inc. and
North American Specialty Insurance
Company*

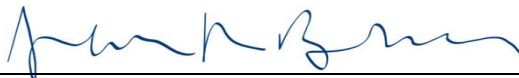
Date: February 1, 2021

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CERTIFICATE OF SERVICE

I, Jennifer R. Budd, Esquire, certify that on February 1, 2021, a true and correct copy of the foregoing Defendant D.A. Nolt, Inc.'s Answer and Affirmative Defenses was served via the Court's ECF System upon the following:

Tsiwen M. Law, Esquire
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Attorney for Plaintiff



Jennifer R. Budd, Esquire
*Attorney for Defendant D.A. Nolt, Inc. and North
American Specialty Insurance Company*